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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

ENTROPIC COMMUNICATIONS,
LLC,

Plaintiff,

v.

COX COMMUNICATIONS, INC. *et al.*,

Defendants.

Lead Case No. 2:23-cv-1043-JWH-KES

**STIPULATED PROTECTIVE
ORDER**

DISCOVERY DOCUMENT

ENTROPIC COMMUNICATIONS,
LLC,

Plaintiff,

v.

DISH NETWORK CORPORATION., *et al.*,

Defendants.

Consolidated Case No. 2:23-cv-01047-JWH-KES

1 ENTROPIC COMMUNICATIONS,
2 LLC,

3 Plaintiff,

4 v.

5 COMCAST CORPORATION., *et al.*,

6 Defendants.
7

Consolidated Case No. 2:23-cv-01048-
JWH-KES

8 ENTROPIC COMMUNICATIONS,
9 LLC,

10 Plaintiff,

11 v.

12 DIRECTV, LLC, *et al.*,

13 Defendants.
14

Consolidated Case No. 2:23-cv-05253-
JWH-KES

1 WHEREAS, Plaintiff Entropic Communications, LLC (“Plaintiff” or “Entropic”)
2 and Defendants Comcast Corporation; Comcast Cable Communications, LLC; and
3 Comcast Cable Communications Management, LLC (collectively “Comcast” or
4 “Comcast Defendants”) (together with Entropic, the “Parties”), may produce or seek
5 discovery of documents, information, or other materials that may contain or relate to
6 personal, sensitive, employment, proprietary, trade secret, and/or confidential
7 information of another Party or third party;

8 The Parties hereby enter into this Stipulated Protective Order as follows:

9 1. A. PURPOSES AND LIMITATIONS

10 Discovery in this Action is likely to involve production of confidential,
11 proprietary, or private information for which special protection from public disclosure
12 and from use for any purpose other than prosecuting this litigation may be warranted.
13 Accordingly, the Parties hereby stipulate to and petition the Court to enter the following
14 Stipulated Protective Order. The Parties acknowledge that this Order does not confer
15 blanket protections on all disclosures or responses to discovery and that the protection
16 it affords from public disclosure and use extends only to the limited information or items
17 that are entitled to confidential treatment under the applicable legal principles. The
18 Parties further acknowledge, as set forth in section 14.3, below, that this Stipulated
19 Protective Order does not entitle them to file confidential information under seal; Civil
20 Local Rule 79-5 sets forth the procedures that must be followed and the standards that
21 will be applied when a Party seeks permission from the court to file material under seal.

22 B. GOOD CAUSE STATEMENT

23 Disclosure and discovery activity in this Action are likely to involve confidential
24 information, including, for example, employment, bank customer, proprietary trade
25 secrets and/or other proprietary information such as customer and pricing lists and other
26 valuable research, marketing plans and materials, strategic financial information,
27 forecasts, and/or other development, commercial, financial, technical and/or proprietary
28 information for which special protection from public disclosure and from use for any

1 purpose other than prosecution of this Action is warranted. Such confidential and
2 proprietary materials and information consist of, among other things, confidential
3 business or financial information, information regarding confidential business practices,
4 or other confidential research, development, or commercial information (including
5 information implicating privacy rights of third parties), information otherwise generally
6 unavailable to the public, or which may be privileged or otherwise protected from
7 disclosure under state or federal statutes, court rules, case decisions, contract(s), or
8 common law. The disclosure of such information may result in irreparable harm to the
9 Parties or third parties by revealing confidential strategic business information to the
10 public, including the Parties' competitors, and/or revealing private, employment, bank
11 customer, and/or trade secret information that is protected from disclosure as a matter
12 of law and/or by contract. Accordingly, to expedite the flow of information, to facilitate
13 the prompt resolution of disputes over confidentiality of Disclosure or Discovery
14 Material, to adequately protect information the Parties are entitled to keep confidential,
15 to ensure that the Parties are permitted reasonable necessary uses of such material in
16 preparation for and in the conduct of trial, to address their handling at the end of the
17 litigation, and to serve the ends of justice, a protective order for such information is
18 justified in this matter. It is the intent of the Parties that information will not be
19 designated as confidential for tactical reasons and that nothing be so designated without
20 a good faith belief that it has been maintained in a confidential, non-public manner, and
21 there is good cause why it should not be part of the public record of this case.

22 2. DEFINITIONS

23 2.1 Action: the following consolidated case pending in the Central District of
24 California:

25 *Entropic Comm., LLC v. Comcast Corporation., et al.*, Case No. 23-cv-01048-
26 JWH-KES (C.D. Cal.)

27 2.2 Challenging Party: a Party or Non-Party that challenges the designation
28 of information or items under this Order.

1 2.3 “CONFIDENTIAL” Information or Items: any document, information
2 (regardless of how it is generated, stored or maintained), material, or tangible things
3 that constitutes or includes, in whole or in part, confidential or proprietary information
4 or trade secrets of the Designating Party or a third party to whom the Designating Party
5 reasonably believes it owes an obligation of confidentiality with respect to such
6 document, information, or material or thing, or that qualify for protection under Federal
7 Rule of Civil Procedure 26(c), and as specified above in the Good Cause Statement.

8 2.4 Counsel: Outside Counsel of Record and In-House Counsel (as well as
9 their support staff).

10 2.5 Designating Party: a Party or Non-Party that designates information or
11 items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL”
12 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” or “HIGHLY
13 CONFIDENTIAL – SOURCE CODE.”

14 2.6 Designated Representatives: up to three individuals designated by each
15 Party to the extent reasonably necessary for the litigation of this Action. Each party may
16 designate three Designated Representative. Notwithstanding the foregoing, either party
17 may in good faith request the other party’s consent to designate one or more additional
18 representatives;

19 2.7 Disclosure or Discovery Material: all items or information, regardless of
20 the medium or manner in which it is generated, stored, or maintained (including, among
21 other things, testimony, transcripts, and tangible things), that are produced or generated
22 in disclosures or responses to discovery in this matter.

23 2.8 Expert: a person with specialized knowledge or experience in a matter
24 pertinent to the litigation who: (1) has been retained by a Party or its Counsel to serve
25 as an expert witness or as a consultant in this Action; (2) is not a past or current
26 employee of a Party; (3) is not a current employee of a Party’s competitor; (4) at the
27 time of retention is not anticipated to become an employee of a Party or a Party’s
28 competitor.

1 2.9 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
 2 Information or Items: information designated as “HIGHLY CONFIDENTIAL —
 3 ATTORNEYS’ EYES ONLY” (regardless of how it is generated, stored or maintained)
 4 shall mean and include extremely sensitive confidential or proprietary information or
 5 trade secrets, disclosure of which to another Party or Non-Party would create a
 6 substantial risk of harm that could not be avoided by less restrictive means. This type
 7 of information and items include, for example, trade secret information, prospective
 8 marketing plans and financial projections, or other highly sensitive information that can
 9 cause a direct damage to the Party if such information were to be disclosed. Documents
 10 produced with the marking “RESTRICTED-ATTORNEYS’ EYES ONLY will also be
 11 given this level of protection. To the extent such Protected Material includes computer
 12 source code and/or live data (that is, data as it exists residing in a database or databases)
 13 (“Source Code Material”), the Producing Party may designate such Protected Material
 14 as “HIGHLY CONFIDENTIAL – SOURCE CODE.”

15 2.10 In-House Counsel: attorneys who are employees of a Party to this Action
 16 and who solely represent a Party or any of its controlled affiliates, with the exception
 17 of any pro bono clients, as well as administrative staff and paralegals of said attorneys
 18 assigned to and reasonably necessary to assist such attorneys in the litigation of this
 19 Action. In-House Counsel does not include Outside Counsel of Record, any other
 20 outside counsel.

21 2.11 Non-Party: any natural person, partnership, corporation, association, or
 22 other legal entity not named as a Party to this Action.

23 2.12 Outside Counsel of Record: attorneys who are not employees of a Party
 24 to this Action but are retained to represent or advise a Party to this Action and have
 25 appeared in this Action on behalf of that Party or are affiliated with a law firm which
 26 has appeared on behalf of that Party, and includes support staff.
 27
 28

1 2.13 Party: any party to this Action, including all of its officers, directors,
2 employees, consultants, retained Experts, and Outside Counsel of Record (and their
3 support staffs).

4 2.14 Producing Party: a Party or Non-Party that produces Disclosure or
5 Discovery Material in this Action.

6 2.15 Professional Vendors: persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or medium) and
9 their employees and subcontractors.

10 2.16 Prosecution Activity: the preparation, prosecution, supervision in the
11 preparation of or prosecution of any patent application pertaining to the field of
12 multimedia over coaxial cable technology.

13 2.17 Protected Material: any Disclosure or Discovery Material that is
14 designated as “CONFIDENTIAL” “HIGHLY CONFIDENTIAL – ATTORNEYS’
15 EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

16 2.18 Receiving Party: a Party that receives Disclosure or Discovery Material
17 from a Producing Party.

18 3. SCOPE

19 The protections conferred by this Stipulation and Order cover not only Protected
20 Material (as defined above), but also (1) any information copied or extracted from
21 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
22 Material; and (3) any testimony, conversations, or presentations by Parties or their
23 Counsel that might reveal Protected Material. However, the protections conferred by
24 this Order do not cover the following information: (a) any information that is in the
25 public domain at the time of disclosure to a Receiving Party or becomes part of the
26 public domain after its disclosure to a Receiving Party as a result of publication not
27 involving a violation of this Order, including becoming part of the public record through
28 trial or otherwise; and (b) any information known to the Receiving Party prior to the

1 disclosure or obtained by the Receiving Party after the disclosure from a source who
2 obtained the information lawfully and under no obligation of confidentiality to the
3 Designating Party.

4 Any use of Protected Material at trial shall be governed by the orders of the trial
5 judge. This Order does not govern the use of Protected Material at trial.

6 4. DURATION

7 Even after final disposition of this litigation, the confidentiality obligations
8 imposed by this Order shall remain in effect until a Designating Party agrees otherwise
9 in writing or a court order otherwise directs. Final disposition shall be deemed to be
10 the later of (1) dismissal of all claims and defenses in this Action, with or without
11 prejudice; and (2) final judgment herein after the completion and exhaustion of all
12 appeals, rehearings, remands, trials, or reviews of this Action, including the time limits
13 for filing any motions or applications for extension of time pursuant to applicable law.

14 5. DESIGNATING PROTECTED MATERIAL

15 5.1 Exercise of Restraint and Care in Designating Material for Protection.
16 Each Party or Non-Party that designates information or items for protection under this
17 Order must take care to limit any such designation to specific material that qualifies
18 under the appropriate standards. The Designating Party must designate for protection
19 only those parts of material, documents, items, or oral or written communications that
20 qualify so that other portions of the material, documents, items, or communications for
21 which protection is not warranted are not swept unjustifiably within the ambit of this
22 Order.

23 Mass, indiscriminate, or routinized designations are prohibited. Designations
24 that are shown to be clearly unjustified or that have been made for an improper purpose
25 (e.g., to unnecessarily encumber the case development process or to impose
26 unnecessary expenses and burdens on other parties) may expose the Designating Party
27 to sanctions.
28

1 If it comes to a Designating Party's attention that information or items that it
2 designated for protection do not qualify for protection, that Designating Party must
3 promptly notify all other Parties that it is withdrawing the inapplicable designation.

4 5.2 Manner and Timing of Designations. Except as otherwise provided in this
5 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated
6 or ordered, Disclosure or Discovery Material that qualifies for protection under this
7 Order must be clearly so designated before the material is disclosed or produced.

8 Designation in conformity with this Order requires:

9 (a) for information in documentary form (e.g., paper or electronic
10 documents, but excluding transcripts of depositions or other pretrial or trial
11 proceedings), that the Producing Party affix at a minimum, the legend
12 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES
13 ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE," to each page that
14 contains Protected Material. If only a portion or portions of the material on a page
15 qualifies for protection, the Producing Party also must clearly identify the protected
16 portion(s) (e.g., by making appropriate markings in the margins).

17 A Party or Non-Party that makes original documents available for inspection
18 need not designate them for protection until after the inspecting Party has indicated
19 which documents it would like copied and produced. During the inspection and before
20 the designation, all of the material made available for inspection shall be deemed
21 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the inspecting
22 Party has identified the documents it wants copied and produced, the Producing Party
23 must determine which documents, or portions thereof, qualify for protection under this
24 Order. Then, before producing the specified documents, the Producing Party must affix
25 the appropriate legend ("CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
26 ATTORNEYS' EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE")
27 to each page that contains Protected Material. If only a portion or portions of the
28 material on a page qualifies for protection, the Producing Party also must clearly

1 identify the protected portion(s) (e.g., by making appropriate markings in the margins).

2 (b) for testimony given in depositions or in other pretrial or trial
3 proceedings, that the Designating Party identify on the record, before the close of the
4 deposition, hearing, or other proceeding, all protected testimony and specify the level
5 of protection being asserted. When it is impractical to identify separately each portion
6 of testimony that is entitled to protection or it appears that substantial portions of the
7 testimony may qualify for protection, the Designating Party may invoke on the record
8 (before the deposition, hearing, or other proceeding is concluded) a right to have up to
9 30 days from the date the deposition transcript is received by Counsel for the
10 Designating Party to identify the specific portions of the testimony as to which
11 protection is sought and to specify the level of protection being asserted. Only those
12 portions of the testimony that are appropriately designated for protection within the 30
13 days from the date the deposition transcript is received by Counsel for the Designating
14 Party shall be covered by the provisions of this Stipulated Protective Order.
15 Alternatively, a Designating Party may specify, at the deposition or up to 30 days from
16 the date the deposition transcript is received by Counsel for the Designating Party if that
17 period is properly invoked, that the entire transcript shall be treated as
18 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
19 ONLY.”

20 Parties shall give the other parties notice if they reasonably expect a deposition,
21 hearing or other proceeding to include Protected Material so that the other parties can
22 ensure that only authorized individuals who have signed the “Acknowledgment and
23 Agreement to Be Bound” (Exhibit A) are present at those proceedings. The use of a
24 document as an exhibit at a deposition shall not in any way affect its designation as
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
26 ONLY.”

27 Transcripts containing Protected Material shall have an obvious legend on the
28 title page that the transcript contains Protected Material, and the title page shall be

1 followed by a list of all pages (including line numbers as appropriate) that have been
2 designated as Protected Material and the level of protection being asserted by the
3 Designating Party. The Designating Party shall inform the court reporter of these
4 requirements. Any transcript that is prepared before the expiration of a 30-day period
5 for designation shall be treated during that period as if it had been designated “HIGHLY
6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless otherwise
7 agreed. After the expiration of that period, the transcript shall be treated only as actually
8 designated.

9 (c) for information produced in some form other than documentary and
10 for any other tangible items, that the Producing Party affix in a prominent place on the
11 exterior of the container or containers in which the information is stored the legend
12 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
13 ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE.” If only a portion or
14 portions of the information warrants protection, the Producing Party, to the extent
15 practicable, shall identify the protected portion(s), and specify the level of protection
16 being asserted.

17 5.3 Inadvertent Failures to Designate. An inadvertent failure to designate
18 qualified information or items does not, standing alone, waive the Designating Party’s
19 right to secure protection under this Order for such material, so long as the designation
20 is corrected within a reasonable amount of time upon learning about the error. Upon
21 timely correction of a designation, the Receiving Party must make reasonable efforts to
22 assure that the material is treated in accordance with the provisions of this Order.

23 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

24 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
25 designation of confidentiality at any time that is consistent with the Court’s Scheduling
26 Order.

27 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
28 resolution process under Local Rule 37.1 et seq.

1 6.3 Burden of Persuasion. The burden of persuasion in any such challenge
2 proceeding shall be on the Designating Party. Frivolous challenges, and those made for
3 an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
4 other parties) may expose the Challenging Party to sanctions. Unless the Designating
5 Party has waived or withdrawn the confidentiality designation, all Parties shall continue
6 to afford the material in question the level of protection to which it is entitled under the
7 Producing Party's designation until the Court rules on the challenge.

8 7. ACCESS TO AND USE OF PROTECTED MATERIAL

9 7.1 Basic Principles. A Receiving Party may use Protected Material that is
10 disclosed or produced by another Party or by a Non-Party in connection with this Action
11 only for prosecuting, defending, or attempting to settle this Action. Such Protected
12 Material may be disclosed only to the categories of persons and under the conditions
13 described in this Order. When this Action has been terminated, a Receiving Party must
14 comply with the provisions of section 15 below (FINAL DISPOSITION).

15 Protected Material must be stored and maintained by a Receiving Party at a
16 location and in a secure manner that ensures that access is limited to the persons
17 authorized under this Order.

18 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
19 ordered by the court or permitted in writing by the Designating Party, a Receiving Party
20 may disclose any information or item designated "CONFIDENTIAL" only to:

21 (a) the Receiving Party's Outside Counsel of Record in this Action, as
22 well as employees of said Outside Counsel of Record assigned to and reasonably
23 necessary to assist such counsel in the litigation of this Action;

24 (b) (1) Designated Representatives, and (2) In-House Counsel for the
25 Parties who either have responsibility for making decisions dealing directly with the
26 litigation of this Action or who are assisting Outside Counsel of Record in the litigation
27 of this Action, and who have been properly disclosed to the Producing Party via the
28

1 Receiving Party by serving onto the Producing Party at least ten (10) days before access
2 to Protected Material is given to that Designated Representative or In-House Counsel¹:

3 (1) an executed copy of Exhibit A.

4 (c) Experts (as defined in Section 2.8 of this Order) of the Receiving
5 Party to whom disclosure is reasonably necessary for this Action following the
6 Receiving Party's proper disclosure to the Producing Party by serving onto the
7 Producing Party at least ten (10) days before access to Protected Material is to be given
8 to the Expert the following²:

9 (1) an executed copy of the "Acknowledgement and Agreement
10 to be Bound (Exhibit A);

11 (2) a current curriculum vitae of the Expert;

12
13
14 ¹ The Producing Party may object in good faith to and notify the Receiving Party in
15 writing that it objects in good faith to the disclosure of Protected Material to a
16 Designated Representative. The Parties agree to promptly meet and confer and use
17 good faith to resolve any such objection. If the Parties are unable to resolve any such
18 objection, the objecting Party may file a motion within fifteen (15) days of the written
19 notice, or within such other time as the Parties may agree, seeking a protective order
20 with respect to the disclosure of Protected Material to the Designated Representative.
21 The objecting Party shall have the burden of proving the need for a protective order.
22 No disclosure of Protected Material shall occur until all such objections are resolved
23 by agreement or Court order.

24 ² The Producing Party may object in good faith to and notify the Receiving Party in
25 writing that it objects in good faith to the disclosure of Protected Material to the
26 Expert. The Parties agree to promptly meet and confer and use good faith to resolve
27 any such objection. If the Parties are unable to resolve any such objection, the
28 objecting Party may file a motion within fifteen (15) days of the written notice, or
within such other time as the Parties may agree, seeking a protective order with
respect to the disclosure of Protected Material to the Expert. The objecting Party shall
have the burden of proving the need for a protective order. No disclosure of Protected
Material shall occur until all such objections are resolved by agreement or Court
order.

1 (3) a list of all cases in which the Expert has worked in the past
2 four years;

3 (4) a list that identifies each person or entity for which the Expert
4 has consulted during the last four years related to cable technology
5 and data transmission (to the extent such consulting has been
6 publicly disclosed, and for such consulting that has not been
7 publicly disclosed,³ the Expert shall exercise reasonable efforts to
8 obtain permission to disclose at least the industry segment of the
9 consultancy); and

10 (5) a list containing any pending unpublished patent applications
11 in which the Expert is named an inventor or assignee;

12 (d) the court and its personnel;

13 (e) court reporters and their staff who have signed the
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (f) professional jury or trial consultants, mock jurors, and Professional
16 Vendors to whom disclosure is reasonably necessary for this Action and who have
17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (g) the author or recipient of a document containing the information or
19 a custodian or other person who otherwise possessed or knew the information;

20 (h) during their depositions, witnesses, and attorneys for witnesses, in
21 this Action to whom disclosure is reasonably necessary provided: (1) the deposing party
22 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
23 not be permitted to keep any confidential information unless they sign the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed
25

26 _____
27 ³ The Parties agree that Experts who have been disclosed in this case shall not be
28 subject to discovery into their litigation work in another case if such Expert has not
been disclosed in that litigation.

1 by the Designating Party or ordered by the court. Pages of transcribed deposition
2 testimony or exhibits to depositions that reveal Protected Material may be separately
3 bound by the court reporter and may not be disclosed to anyone except as permitted
4 under this Stipulated Protective Order; and

5 (i) any mediator or settlement officer, and their supporting personnel,
6 mutually agreed upon by any of the Parties engaged in settlement discussions.

7 7.3 Disclosure of “HIGHLY CONFIDENTIAL — ATTORNEYS’ EYES
8 ONLY” Information or Items. Unless otherwise ordered by the court or permitted in
9 writing by the Designating Party, access to, and disclosure of, such Protected Material
10 shall be limited to individuals listed in paragraphs 7.2(a), (c-i).

11 7.4 For Protected Material designated HIGHLY CONFIDENTIAL -
12 SOURCE CODE, the following additional restrictions apply:

13 (a) Access to a Party’s Source Code Material shall be provided only on
14 “stand-alone” computer(s) (that is, the computer may not be linked to any network,
15 including a local area network (“LAN”), an intranet or the Internet). The stand-alone
16 computer(s) may be connected to a device capable of temporarily storing electronic
17 copies solely for the limited purposes permitted pursuant to paragraphs 10 (h and k)
18 below. Except for the limited purposes permitted pursuant to paragraphs 10 (h and k)
19 below, use or possession of any electronic devices capable of recording information
20 (e.g., USB memory stick, cameras or any camera-enabled device, laptop, cellular
21 telephones, PDA, smartphones, voice recorders, etc.) is prohibited in the room
22 containing the standalone computer. The Producing Party may visually monitor the
23 activities of the Receiving Party’s representative(s) from outside the source code review
24 room during any review of Source Code Material, but only to ensure that there is no
25 unauthorized recording, copying, or transmission of the Source Code Material.
26 Additionally, except as provided in paragraph 7.4(k) below, for the named parties to
27 this Litigation, the stand-alone computer(s) may only be located at the offices of the
28 Producing Party’s Outside Counsel of Record within the continental United States; the

1 Producing Party may not monitor what code is being reviewed by the Receiving Party's
2 representative(s) and no provision in this section gives the Producing Party the right to
3 inspect or review any notes and/or other work product of the Receiving Party. Nothing
4 herein shall be construed to make such notes discoverable absent a waiver of attorney-
5 client, work product, or other privilege.

6 (b) Unless otherwise agreed, prior to the first inspection of any Source
7 Code Material, the Receiving Party shall provide fourteen (14) days' notice of the
8 Source Code that it wishes to inspect. Thereafter, the Receiving Party shall provide at
9 least seven (7) days' notice prior to any further inspection of Source Code Material. No
10 fewer than two (2) business days prior to inspecting Source Code Material, the
11 Receiving Party shall identify the names of all persons who will be present on behalf of
12 a Receiving Party at that inspection. The Receiving Party shall make reasonable efforts
13 to restrict its requests for such access to the stand-alone computer(s) to normal business
14 hours, which for purposes of this paragraph shall be 8:00 a.m. through 6:00 p.m. local
15 time at Source Code computer location. However, upon reasonable notice from the
16 Receiving party, the Producing Party shall make reasonable efforts to accommodate the
17 Receiving Party's request for access to the stand-alone computer(s) outside of normal
18 business hours. The Parties agree to cooperate in good faith such that maintaining the
19 Producing Party's Source Code Material at the offices of its Outside Counsel of Record
20 shall not unreasonably hinder the Receiving Party's ability to efficiently and effectively
21 conduct the prosecution or defense of this Action; the "stand-alone" computer(s) shall
22 have pre-installed commercially reasonable text editing and spreadsheet programs (e.g.,
23 Microsoft Office or OpenOffice) and Adobe Acrobat.

24 (c) The Producing Party shall provide the Receiving Party with
25 information explaining how to start, log on to, and operate the stand-alone computer(s)
26 in order to access the produced Source Code Material on the stand-alone computer(s);

27 (d) The Producing Party will produce Source Code Material in
28 computer searchable format on the stand-alone computer(s) as described above;

1 (e) Access to Protected Material designated HIGHLY
2 CONFIDENTIAL - SOURCE CODE shall be limited to Outside Counsel of Record
3 and up to three (3) Experts⁴ (i.e., not existing employees or affiliates of a Party or an
4 affiliate of a Party) retained for the purpose of this litigation and approved to access
5 such Protected Material. A Receiving Party may retype or reproduce no more than 20
6 consecutive lines (and 50 lines total) of Source Code Material that are necessary in a
7 pleading, motion, expert report, discovery document, deposition transcript, or other
8 document filed with the Court, provided that the Source Code Documents are
9 appropriately marked under this Order, restricted to those who are entitled to have
10 access to them as specified herein, and, if filed with the Court, filed under seal in
11 accordance with the Court's rules, procedures, and orders.

12 (f) To the extent portions of Source Code Material are quoted in a
13 Source Code Document, either: (1) the entire Source Code Document will be stamped
14 and treated as HIGHLY CONFIDENTIAL – SOURCE CODE; or (2) those pages
15 containing quoted Source Code Material will be separately stamped and treated as
16 HIGHLY CONFIDENTIAL – SOURCE CODE;

17 (g) Except as set forth in paragraph 7.4(k) below, no electronic copies
18 of Source Code Material shall be made without prior written consent of the Producing
19 Party, except that the limited number of individual lines permitted to be included in
20 Source Code Documents pursuant to subsection (e) above may be re-typed as necessary
21 to create documents which, pursuant to the Court's rules, procedures and order, must
22 be filed or served electronically;

23 (h) The Receiving Party may request a paper copy of Source Code
24 Material that is reasonably necessary for the preparation of court filings, pleadings,
25

26 ⁴ For the purposes of this paragraph, an Expert is defined to include the Expert's direct
27 reports and other support personnel, such that the disclosure to an Expert who
28 employs others within his or her firm to help in his or her analysis shall count as a
disclosure to a single Expert.

1 expert reports, or other papers, or for deposition or trial, but the Receiving Party shall
2 not request paper copies for the purpose of reviewing the Source Code Material in the
3 first instance. The Receiving Party may request no more than 25 consecutive pages or
4 an aggregate total of more than 300 pages, of such printouts during the duration of the
5 case without prior written approval by the Producing Party. Should a Receiving Party
6 request printouts in excess of the totals above, the parties agree to meet and confer in
7 good faith regarding the request. The Producing Party shall not act unreasonably with
8 respect to agreeing for the larger block. When a request for printouts is made, the
9 Producing Party shall have five business (5) days to review any such request and
10 provide in writing any objections to the request. The Parties agree to promptly confer
11 and use good faith to resolve any such objection. If the Parties are unable to resolve
12 any objection, the objecting Party may file a motion with the Court within fifteen (15)
13 days of the notice, or within such other time as the Parties may agree, seeking a
14 protective order with respect to the proposed request. The objecting Party shall have
15 the burden of proving the need for a protective order. To the extent the Receiving Party
16 obtains any paper copy of Source Code Material, such paper copies shall be designated
17 and clearly labeled “HIGHLY CONFIDENTIAL – SOURCE CODE,” and the
18 receiving Party shall maintain a log of all such files that are printed or photocopied; the
19 Receiving Party’s Outside Counsel of Record and/or Experts shall be entitled to take
20 notes relating to the Source Code Material during review, but may not copy substantial
21 portions of the Source Code into the notes, provided that such notes are marked
22 “HIGHLY CONFIDENTIAL - SOURCE CODE” and are treated as Source Code
23 Material. For purposes of this provision, “substantial” shall mean five or more
24 consecutive lines of code OR more than ten lines from every twenty-five lines of code.
25 A Producing Party is not permitted to inspect the notes of a Receiving Party’s Outside
26 Counsel of Record and/or Experts to determine compliance with this provision. No
27 other written or electronic record of the Source Code Material is permitted, except as
28 otherwise provided herein. With respect to notes taken during a review, no notes may

1 be taken on the stand-alone computer containing Source Code Material. If requested in
2 advance by the Receiving Party, the Producing Party will provide a second stand-alone
3 computer without Source Code Material on which the Receiving Party's Outside
4 Counsel of Record and/or Experts shall be entitled to take notes. Such notes may be
5 printed at the conclusion of the review session.

6 (i) Should such printouts or photocopies be transferred back to
7 electronic media, such media shall be labeled "HIGHLY CONFIDENTIAL – SOURCE
8 CODE" and shall continue to be treated as such;

9 (j) The Receiving Party, at its own expense, may request that the
10 Producing Party install licensed software on the Source Code Computers to assist with
11 review of the Producing Party's Source Code. Such request shall be subject to the
12 approval of the Producing Party, which shall not be unreasonably withheld. To allow
13 the Producing Party reasonable time to prepare the Source Code Computers, the
14 Receiving Party must provide the Producing Party the computer medium (CD, DVD or
15 website) containing the requested software tools at least seven (7) days in advance of
16 the inspection. Such timely requests for the installation of such software will not be
17 unreasonably denied so long as the requested software is compatible with the operating
18 system and other software necessary to make the Source Code available for inspection,
19 installed on the Source Code Computers, and does not side-step any of the security
20 features enabled on the Source Code Computers (e.g., enable connection and use of
21 USB thumb drives). The Producing Party will install and confirm installation of said
22 software on the Source Code Computers prior to the date the Receiving Party seeks
23 access.

24 (k) If the Receiving Party's Outside Counsel of Record or Experts
25 obtain printouts or photocopies of Source Code Material, the Receiving Party shall
26 ensure that such Outside Counsel of Record, or Experts keep the printouts or
27 photocopies in a secured locked area in the offices of such Outside Counsel of Record,
28 or Expert. The Receiving Party may also temporarily keep the printouts or photocopies

1 at: (i) the Court for any proceedings(s) relating to the Source Code Material, for the
2 dates associated with the proceeding(s); (ii) the sites where any deposition(s) relating
3 to the Source Code Material are taken, for the dates associated with the deposition(s);
4 and (iii) any intermediate location reasonably necessary to transport the printouts or
5 photocopies (e.g., a hotel prior to a Court proceeding or deposition); and

6 (l) A Producing Party's Source Code Material may only be transported
7 by the Receiving Party at the direction of a person authorized under paragraph 7.4(e)
8 above to another person authorized under paragraph 7.4(e) above, on paper or
9 removable electronic media (e.g., a DVD, CD-ROM, or flash memory "stick") via hand
10 carry, Federal Express or other similarly reliable courier. Source Code Material may
11 not be transported or transmitted electronically over a network of any kind, including a
12 LAN, an intranet, or the Internet. Source Code Material may only be transported
13 electronically for the purpose of Court proceeding(s) or deposition(s) as set forth in
14 paragraph 7.4(j) above and is at all times subject to the transport restrictions set forth
15 herein. But, for those purposes only, the Source Code Materials may be loaded onto a
16 stand-alone computer. Counsel, whether In-House Counsel or Outside Counsel of
17 Record, and any person associated with a Receiving Party and permitted to receive any
18 Producing Party's Protected Material that is designated HIGHLY CONFIDENTIAL —
19 ATTORNEYS' EYES ONLY and/or HIGHLY CONFIDENTIAL — SOURCE CODE
20 (collectively "HIGHLY SENSITIVE MATERIAL"), who obtains, receives, has access
21 to, or otherwise learns, in whole or in part, the contents of any Producing Party's
22 HIGHLY SENSITIVE MATERIAL under this Order shall not engage in any
23 Prosecution Activity on behalf of any Party during the pendency of this Action and for
24 one year after its conclusion, including any appeals. For the avoidance of doubt, the
25 provisions above shall not be deemed to preclude persons who have received Producing
26 Party's HIGHLY SENSITIVE MATERIAL from participating directly or indirectly in
27 post grant proceedings relating to the patents-in-suit, or of any patent that claims
28 priority, in whole or part, to the patent-in-suit, so long as such persons are not involved

1 in the amendment of claims or drafting of new claims. To ensure compliance with the
2 purpose of this provision, Receiving Party and any attorney representing it shall create
3 an “Ethical Wall” between those persons with access to any Producing Party’s technical
4 HIGHLY SENSITIVE MATERIAL and any individuals of the Receiving Party and
5 individuals who, on behalf of the Receiving Party or its acquirer, successor,
6 predecessor, or other affiliate, prepare, prosecute, supervise or assist in the preparation
7 or prosecution of any patent application pertaining to multimedia over coaxial cable
8 technology.

9 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED TO BE
10 PRODUCED IN OTHER LITIGATION

11 If a Party is served with a subpoena or a court order issued in other litigation that
12 compels disclosure of any information or items designated in this Action as
13 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
14 ONLY,” that Party must:

15 (a) promptly notify in writing the Designating Party. Such notification
16 shall include a copy of the subpoena or court order;

17 (b) promptly notify in writing the Party who caused the subpoena or
18 order to issue in the other litigation that some or all of the material covered by the
19 subpoena or order is subject to this Protective Order. Such notification shall include a
20 copy of this Stipulated Protective Order; and

21 (c) cooperate with respect to all reasonable procedures sought to be
22 pursued by the Designating Party whose Protected Material may be affected.

23 If the Designating Party timely seeks a protective order, the Party served with the
24 subpoena or court order shall not produce any information designated in this Action as
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
26 before a determination by the court from which the subpoena or order issued, unless the
27 Party has obtained the Designating Party’s permission. The Designating Party shall
28 bear the burden and expense of seeking protection in that court of its confidential

1 material, and nothing in these provisions should be construed as authorizing or
2 encouraging a Receiving Party in this Action to disobey a lawful directive from another
3 court.

4 9. RESTRICTION ON CROSS-USE OF PROTECTED MATERIAL

5 To the extent that one Consolidated Defendant provides Protected Material under
6 the terms of this Order to the Plaintiff, the Plaintiff shall not share that material with
7 any other Consolidated Defendant absent express written permission from the
8 producing Defendant. This Order does not confer any right to any one Consolidated
9 Defendant to access the Protected Material of the other Consolidated Defendant. For
10 the avoidance of doubt, in no case shall any information designated as
11 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
12 and/or “HIGHLY CONFIDENTIAL – SOURCE CODE” by one Consolidated
13 Defendant be provided to the other Consolidated Defendant by any Party or Counsel
14 absent explicit agreement from the Party designating the information. Without the
15 express prior written consent of the Consolidated Defendant that produced the Protected
16 Material, no Expert retained by a Consolidated Defendant in this matter shall have
17 access to Protected Material produced by another Consolidated Defendant in this
18 matter. Notwithstanding the foregoing, nothing shall prevent Plaintiff from filing
19 materials with the Court and serving materials so filed on Counsel for the parties in this
20 case.

21 10. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE PRODUCED
22 IN THIS LITIGATION

23 (a) The terms of this Order are applicable to information produced by a
24 Non-Party in this Action and designated as “CONFIDENTIAL” or “HIGHLY
25 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such information produced by
26 Non-Parties in connection with this litigation is protected by the remedies and relief
27 provided by this Order. Nothing in these provisions should be construed as prohibiting
28 a Non-Party from seeking additional protections.

1 (b) In the event that a Party is required, by a valid discovery request, to
2 produce a Non-Party's confidential information in its possession, and the Party is
3 subject to an agreement with the Non-Party not to produce the Non-Party's confidential
4 information, then the Party shall:

5 (1) promptly notify in writing the Requesting Party and the Non-
6 Party that some or all of the information requested is subject to a confidentiality
7 agreement with a Non-Party;

8 (2) promptly provide the Non-Party with a copy of the Stipulated
9 Protective Order in this Action, the relevant discovery request(s), and a reasonably
10 specific description of the information requested; and

11 (3) make the information requested available for inspection by
12 the Non-Party, if requested.

13 (c) If the Non-Party fails to seek a protective order from this court
14 within 28 days of receiving the notice and accompanying information, the Receiving
15 Party may produce the Non-Party's confidential information responsive to the discovery
16 request. If the Non-Party timely seeks a protective order, the Receiving Party shall not
17 produce any information in its possession or control that is subject to the confidentiality
18 agreement with the Non-Party before a determination by the court. Absent a court order
19 to the contrary, the Non-Party shall bear the burden and expense of seeking protection
20 in this court of its Protected Material.

21 11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

22 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
23 Protected Material to any person or in any circumstance not authorized under this
24 Stipulated Protective Order, the Receiving Party must immediately: (a) notify in writing
25 the Designating Party of the unauthorized disclosures; (b) use its best efforts to retrieve
26 all unauthorized copies of the Protected Material; (c) inform the person or persons to
27 whom unauthorized disclosures were made of all the terms of this Order; and (d) request
28

1 such person or persons to execute the “Acknowledgment and Agreement to Be Bound”
2 that is attached hereto as Exhibit A.

3 **12. NO WAIVER OF PRIVILEGE**

4 Nothing in this Protective Order shall require the production of information that
5 a Party contends is protected from disclosure by the attorney-client privilege, the work-
6 product doctrine, the common interest privilege, or any other privilege, doctrine, right
7 or immunity. Producing Parties shall have the right to review documents or tangible
8 things, as such terms are used in Fed. R. Civ. P. 34(a), for relevance, responsiveness,
9 and/or segregation of privileged and/or protected information prior to production.
10 Pursuant to Federal Rule of Evidence 502(d), the production of privileged or work-
11 product-protected Disclosure or Discovery Material is not a waiver of privilege or
12 protection from discovery in this case or in any other federal or state proceeding. A
13 Producing Party may assert privilege or protection over Disclosure or Discovery
14 Material at any time by notifying the Receiving Party in writing of the assertion of
15 privilege or protection. In addition, Disclosure or Discovery Material that contains
16 privileged information or attorney-work-product shall be immediately returned if such
17 information appears on its face to have been inadvertently produced of it requested.
18 Nothing in this Order shall prevent the Receiving Party from challenging the propriety
19 of a Producing Party’s claim of attorney-client privilege or work-product protection or
20 any other applicable privilege or immunity.

21 **13. ENSURING THE SECURITY OF PROTECTED MATERIAL**

22 The Parties shall maintain the Protected Material safely and securely and shall
23 exercise reasonable care in ensuring the security and confidentiality of the Protected
24 Material by storing the Protected Material in a secure place, such as a locked office or
25 otherwise secure facility where visitors are not left unescorted. This duty to secure
26 extends to the Party’s Professional Vendors and data hosting services.
27
28

1 To the extent that Protected Material, or any copies or reproductions thereof, are
2 stored electronically, the Protected Material will be stored on a password-protected
3 computer or database, or device.

4 If a Party makes or causes to be made any further copies of any of the Protected
5 Material, Counsel will ensure that the following notation is written, stamped, or
6 inscribed on whatever folder, container, or media contains the copies: "PROTECTED
7 MATERIALS-SUBJECT TO PROTECTIVE ORDER." For example, if Counsel
8 makes a copy of a disc or physical file containing Protected Material, the duplicate disc
9 or file must be encrypted and marked with the above notation. Counsel shall actively
10 track and log access to Protected Material produced in discovery.

11 14. MISCELLANEOUS

12 14.1 Right to Further Relief. Nothing in this Order abridges the right of any
13 person to seek its modification by the Court in the future.

14 14.2 Right to Assert Other Objections. By stipulating to the entry of this
15 Protective Order, no Party waives any right it otherwise would have to object to
16 disclosing or producing any information or item on any ground not addressed in this
17 Stipulated Protective Order. Similarly, no Party waives any right to object on any
18 ground to use in evidence of any of the material covered by this Protective Order.

19 14.3 Filing Protected Material. A Party that seeks to file under seal any
20 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
21 only be filed under seal pursuant to a court order authorizing the sealing of the specific
22 Protected Material at issue. If a Party's request to file Protected Material under seal is
23 denied by the court, then the Receiving Party may file the information in the public
24 record unless otherwise instructed by the Court.

25 15. FINAL DISPOSITION

26 After the final disposition of this Action, as defined in section 4, within 60 days
27 of a written request by the Designating Party, each Receiving Party must return all
28 Protected Material to the Producing Party or destroy such material. As used in this

subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in section 4 (DURATION).

16. VIOLETIONS

Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

Pursuant to Local Rule 5-4.3.4(a)(2)(i), I, Christina N. Goodrich, attest that the other signatories listed, and on whose behalf the filing is submitted, concur in the filing’s content and have authorized the filing.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: October 23, 2023

Respectfully Submitted,

By: /s/ Christina N. Goodrich

Christina N. Goodrich (SBN 261722)

Connor J. Meggs (SBN 336159)

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1
2 Dated: October 23, 2023

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25 **COMCAST CORPORATION COMCAST**
26 **CABLE COMMUNICATIONS, LLC**
27 **COMCAST CABLE COMMUNICATIONS**
28 **MANAGEMENT, LLC**

1 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

2
3 Dated: 10/31/2023



Hon. Karen E. Scott
United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Central District of California on [____]
in the case of *Entropic Comm., LLC v. Comcast Corporation., et al.*, Case No. 23-cv-
01048-JWH-KES (C.D. Cal.). I agree to comply with and to be bound by all the terms
of this Stipulated Protective Order and I understand and acknowledge that failure to so
comply could expose me to sanctions and punishment in the nature of contempt. I
solemnly promise that I will not disclose in any manner any information or item that is
subject to this Stipulated Protective Order to any person or entity except in strict
compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
the Central District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of this
Action. I hereby appoint _____ [print or type
full name] of _____ [print or type full
address and telephone number] as my California agent for service of process in
connection with this Action or any proceedings related to enforcement of this Stipulated
Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____